

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: March 16, 2005

Division: Management Services

Bulk Item: Yes X No     

Department: Administrative Services

Department Contact: Salvatore Zappulla

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**AGENDA ITEM WORDING:**

Approval to renew a contract for Financial Advisory Services with Public Financial Management, Inc. (PFM), financial advisor to Monroe County.

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**ITEM BACKGROUND:**

Where the current contract is due to expire April 2005. Monroe County had completed the RFQ process in 2004 and wishes to continue services with PFM.

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**PREVIOUS RELEVANT BOCC ACTION:**

PFM has been under contract as the financial advisor to Monroe County since 1993.

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**CONTRACT/AGREEMENT CHANGES:**

N/A

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**STAFF RECOMMENDATIONS:**

Approval

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**TOTAL COST:** \$2,500/ mo

**BUDGETED:** Yes X No     

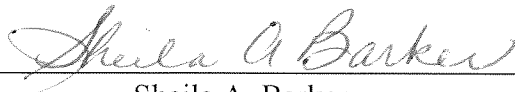
**COST TO COUNTY:** \$2,500/ mo

**SOURCE OF FUNDS:** Ad Valorem Taxes

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty X OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**

  
Sheila A. Barker

**DOCUMENTATION:** Included X To Follow      Not Required     

**DISPOSITION:**                                     

**AGENDA ITEM #**

|  |  |                                    |                                |                     |  |
|--|--|------------------------------------|--------------------------------|---------------------|--|
| <b>CONTRACT SUMMARY</b>  |  |                                    |                                |                     |  |
| Contract with:   |  | <u>Public Financial Management</u> | Contract # _____               |                     |  |
|  |  |                                    | Effective Date:                | <u>April 2005</u>   |  |
|  |  |                                    | Expiration Date:               | <u>April 2006</u>   |  |
| Contract Purpose/Description:  |  |                                    |                                |                     |  |
| <u>Renew agreement with Public Financial Management for one additional year.</u> |  |                                    |                                |                     |  |
| _____  |  |                                    |                                |                     |  |
| _____  |  |                                    |                                |                     |  |
| _____  |  |                                    |                                |                     |  |
| Contract Manager:  |  | <u>Salvatore Zappulla</u>          | <u>4444</u>                    | <u>OMB/ Stop #1</u> |  |
|  |  | (Name)                             | (Ext.)                         | (Department/Stop #) |  |
| for BOCC meeting on  |  | <u>3/16/05</u>                     | Agenda Deadline: <u>3/1/05</u> |                     |  |

**CONTRACT COSTS**

|                                 |   |                       |                         |
|---------------------------------|---|-----------------------|-------------------------|
| Total Dollar Value of Contract: | \$ <u>30,000.00</u>   | Current Year Portion: | \$ <u>12,500</u>        |
| Budgeted?                       | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Account Codes:        | <u>001-00101-530340</u> |
| Grant:                          | \$ <u>N/a</u>   |                       | <u>- - - - -</u>        |
| County Match:                   | \$ <u>        </u>  |                       | <u>- - - - -</u>        |
|                                 |   |                       | <u>- - - - -</u>        |

**ADDITIONAL COSTS**

|                                      |                    |  |                             |
|--------------------------------------|--------------------|--|-----------------------------|
| Estimated Ongoing Costs:             | \$ <u>0.00</u> /yr | For:   | <u>                    </u> |
| (Not included in dollar value above) |                    | (eg. maintenance, utilities, janitorial, salaries, etc.) |                             |

| CONTRACT REVIEW   |                |   |                        |                |
|-------------------|----------------|---|------------------------|----------------|
|                   | Date In        | Changes Needed  | Reviewer               | Date Out       |
| Division Director | _____          | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>Sheila A Barker</u> | <u>2/25/05</u> |
| Risk Management   | <u>2/28/05</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>M. Slawik</u>       | <u>2-28-05</u> |
| O.M.B./Purchasing | <u>2/28</u>    | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>Sheila A Barker</u> | <u>3-1-05</u>  |
| County Attorney   | <u>2/25/05</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>S. L. M.</u>        | <u>2/25/05</u> |
| Comments: _____   |                |   |                        |                |
| _____             |                |   |                        |                |
| _____             |                |   |                        |                |
| _____             |                |   |                        |                |

## **Contract Renewal**

This renewal is made and entered into this \_\_\_\_\_ day of April, 2005 between Monroe County called the "County", and Public Financial Management, Inc., called "Financial Advisor" in order to renew the agreement entered into on April 21, 2004.

**Whereas**, the current agreement is due to expire and Monroe County desires to extend the agreement an additional year.

**Now, Therefore in consideration** of the mutual terms understandings, conditions, promises, covenants, and payments hereinafter set for the, County and Financial Advisor agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and incorporated herein.

**Section 2. Term.** This agreement is hereby extended for one year from the date of expiration of the current agreement.

**Section 3. Notices.** The County party shall read:

For Monroe County  
Thomas J. Willi, County Administrator  
1100 Simonton Street  
Key West, FL 33040

**Section 4. Financial Advisor's Representatives.** The following named individuals from Financial Advisor's shall provide the services set forth in this agreement:

Mr. Hal Canary, Managing Director  
Mr. David Miller, Managing Director  
Mr. David Moore, Managing Director

### **TEAM MEMBERS**

Hal Canary, Managing Director

David Miller, Managing Director  
David Moore, Managing Director  
Kelly Ryman, Senior Managing Consultant  
Jay Glover, Senior Managing Consultant  
Lauren Shelton, Consultant

**Section 5. Other Conditions.** All other conditions of the Agreement shall remain in full force effect.

**In Witness Whereof**, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)  
Attest Danny L. Kolhage, Clerk

Board of County Commissioners  
Of Monroe County, Florida

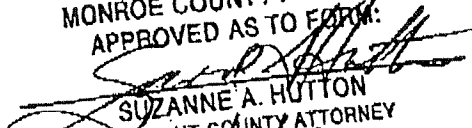
By \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor

Public Financial Management

By: \_\_\_\_\_

Title: \_\_\_\_\_

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 3/6/05

**AN AGREEMENT BETWEEN MONROE COUNTY AND PUBLIC FINANCIAL MANAGEMENT ,  
INC. FOR FINANCIAL ADVISORY SERVICES**

This agreement, made and entered into this 21<sup>st</sup> day of April 2004, by and between Monroe County, hereinafter called the "County" and Public Financial Management, Inc., authorized to do business in the State of Florida (hereinafter called the Financial Advisor or "PFM") sets forth the terms and conditions under which the Financial Advisor shall provide services.

**WITNESSETH**

WHEREAS, the County issued a Request for Proposal for Financial Advisory Services and PFM was selected by the Board of County Commissioners: and

WHEREAS, PFM has served the County since 1986, and:

WHEREAS, Monroe County has extended said contract annually for services, and:

WHEREAS, Monroe County has completed a RFQ process for Financial Advisory Services and:

WHEREAS, the County and PFM have mutually agreed to extend services under the same scope of services and compensation originally negotiated,

NOW, THEREFORE, in consideration of the above mentioned premises and for the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow:

**I. SCOPE OF SERVICES**

PFM shall provide, upon request of the County Administrator or County Commission, services related to financial planning and policy development and services related to debt issuance. The services provided shall include but not necessarily be limited to the following:

**1. Services related to the Financial Planning and Policy Development upon request of the County:**

- Assist the County in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be structured to maximize ability to finance future capital needs. This will include, but not be limited, to reviewing existing debt for the possibility of refunding that debt to provide the County with savings.
- Analyze future debt capacity to determine the County's ability to raise future debt capital.
- Assist the County in the development of the County's Capital Improvement Program by identifying sources of capital funding for infrastructure needs.
- Assist the County with the development of the County's Financial Plan by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues: provide bond market assumptions necessary for financial projections included in these studies: attend all relevant working sessions regarding the preparations, review and completion of such independent studies: and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.

- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performances measures as may be determined by the County
  - Provide debt services schedules reflecting varying interest rates, issue sizes, and maturity structures as these are needed for feasibility consultants or for related County fiscal planning: and
  - Attend meetings with staff, consultants and County Commission. The County will make a reasonable effort to schedule meetings and consolidate issues to minimize the travel inconvenience to PFM.
  - Review underwriter's proposals and submit a written analysis of same to the County.
  - Undertake any and all other financial planning and policy development assignments made by the County regarding bond and other financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
  - Assist the County in preparing financial presentations for public hearings and/or referendums.
  - Provide special financial services as requested by the County.
2. **Services Related to Debt Transactions (Include short term financings, notes, loans, letters of credit, line of credit and bonds.) Upon the request of the County:**
- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
  - Develop a financing plan in concert with County's staff which would include recommendations as to the timing and number of series of bonds to be issued.
  - Assist the County by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
  - Advise as to the various financing alternatives available to the County.
  - Develop alternatives related to Debt Transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
  - Identify key bond features and advise provisions regarding security, reserve fund, flow of funds, redemption provisions, additional parity debt test, etc.
  - Evaluate benefits of Bond Insurance and/or security insurance for Debt Reserve Fund.
  - If appropriate, develop credit rating presentation and coordinate with the County the overall presentation to rating agencies.
  - Assist the County in the procurement of other services relating to debt issuance such as Printing, Paying Agent, Registrar, etc.
  - Identify key bond covenant features and advise on provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt test, etc.; review and comment on successive drafts of bond resolutions.
  - Review the requirements and submit analysis of Insurance, rating agencies and other professionals as they pertain to the County's obligation.

- Review the terms, conditions and structure of any proposed debt offering undertaken by the County and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Prepare the preliminary and final official statement and coordinate with the County the appropriate data, disclosure information and pertinent factors regarding the County and the proposed financing program.
- Provide regular updates of tax-exempt bond market conditions and advise the County as to the most advantageous timing for issuing its debt.
- Advise the County on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the County in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offerings, and make in writing definitive recommendations regarding a proposed offering. Provide assurance that the pricing of the bonds is the lowest price based on existing market conditions.

If the bond issue is competitive, the services of the financial advisor will be modified to reflect that process.

**3. Special Services, upon request of the County:**

PFM shall provide special services that will include, but not be limited to, the following:

1. Impact fee financial analysis
2. Grantsmanship
3. Rate analysis
4. Management analysis
5. Referendum analysis
6. Legislative initiatives

**II. WORK SCHEDULE**

The services of the Financial Advisor are to commence as soon as practicable after the execution of this Agreement and a request by the County for such service, and shall be undertaken for each financial transaction or project and completed as to assure completion in a manner and time which are in accordance with the purpose of this Agreement.

Services which are not related to a particular transaction shall be completed as agreed between the County and the financial Advisor.

**III. FINANCIAL ADVISORY COMPENSATION**

For the services described, PFM's professional fees and expenses shall be paid as follows:

1. For services related to financial planning and policy development The County shall pay PFM \$2,500 monthly for unlimited services.
2. For services related to Debt Transaction, (including Bonds but excluding resource recovery) PFM shall receive \$1.00 per \$1,000 of debt issued with a minimum transaction fee of \$25,000 per transaction. For a refunding and competitive issue, PFM's fee will be an additional \$7,500 per transaction per service.
3. For services related to Special Services, PFM shall receive an hourly rate as outlined below:

#### HOURLY RATE FEE

|                            |           |
|----------------------------|-----------|
| Managing Director          | \$175.00  |
| Senior Managing Consultant | \$160.00  |
| Managing Consultant        | \$150.00  |
| Consultant                 | \$130.00  |
| Analyst                    | \$110.00  |
| Clerical                   | No charge |
| Administrative             | No charge |

#### Reimbursable Expense

In addition to the above, PFM will be compensated for necessary, reasonable, and documented out-of-pocket expense incurred for travel, meals, lodging as in the amounts authorized by Section 112. 061, Florida Statutes, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Appropriate documentation will be provided.

For services and expenses related to financial planning, PFM will invoice the County monthly.

For services related to Debt Transaction the County will be invoiced by PFM upon completion of the transaction to be paid from the proceeds of the financing.

The County and the Financial Advisor reserve the right, during the term of this Agreement, to review the method of compensation.

#### **IV. TERMS AND TERMINATION**

This agreement shall be for a term of one year commencing upon the date first written above.

#### **V. ASSIGNABILITY**

The Financial Advisor shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement and shall not transfer any interest in the same without the prior written consent of the County.

#### **VI. INFORMATION TO BE FURNISHED TO THE FINANCIAL ADVISOR**

All information, data, and reports in the possession of the County necessary for carrying out the work to be performed under this Agreement shall be furnished to the Financial Advisor without charge by the County, and the County shall cooperate with the Financial Advisor in every way possible.

#### **VII. NOTICES**

When either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to-wit:

##### FOR MONROE COUNTY:

Mr. Jim Roberts  
County Administrator  
1100 Simonton Street  
Key West, FL 33040

##### FOR THE FINANCIAL ADVISOR

Mr. Hal Canary, Senior Managing Consultant  
Public Financial Management, Inc.  
10100 Deer Run Farms Road, Suite 201  
Fort Myers, FL 33912



### **VIII. TITLE TRANSFER**

The products of this Agreement shall be the sole and exclusive property of the County upon completion or other termination of this Agreement. The Financial Advisor shall deliver to the County copies of any and all material pertaining to the Agreement.

### **IX. FINANCIAL ADVISOR'S REPRESENTATIVES**

#### **A. Assignment of Named Individuals**

The following named individuals from PFM shall provided the services set forth in this Agreement:

Mr. David Miller, Managing Director

Mr. Hal Canary, Senior Managing Consultant, Client Manager  
*Director*

#### **TEAM MEMBERS**

David Miller, Managing Director

Hal Canary, Senior Managing Consultant, Client Manager

Kelly Ryman, Consultant

Kyrle Turton, Consultant

Rebecca Peterson, Consultant, Orlando

Jay Glover, Consultant, Orlando

#### **B. Changes in Staff Requested by the County**

The County has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the County make such a request, PFM shall promptly suggest a substitute for approval by the County.

### **X. INSURANCE AND INDEMNIFICATION**

PFM shall indemnify, save and hold the County harmless from any and all claims, suits, judgments, or damages of any kind or description including court costs and attorney's fees arising out of PFM's errors, omissions or negligent acts in the performance of this agreement.

PFM has a comprehensive insurance program (self-insurance) for all types of coverage including, but not limited to comprehensive general liability, professional liability, automobile liability and worker's compensation. PFM will provide an insurance certificate upon request.

### **XI. FINANCIAL ADVISOR'S REPRESENTATIVES**

PFM shall provide all insurance coverage as required by the County.

### **XII. MISCELLANEOUS**

A. PFM shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement.

B. Governing Law, Venue, Interpretation, Costs, and Fees: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and PFM agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and PFM agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

C. **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and PFM agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

D. **Attorney's Fees and Costs.** The County and PFM agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

E. **Binding Effect.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and PFM and their respective legal representatives, successors, and assigns.

F. **Authority.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

G. **Claims for Federal or State Aid.** PFM and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

H. **Adjudication of Disputes or Disagreements.** County and PFM agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

I. **Nondiscrimination.** County and PFM agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or PFM agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

J. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and PFM agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and PFM specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

K. Covenant of No Interest. County and PFM covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

L. Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

M. No Solicitation/Payment. The County and PFM warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the PFM agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

N. Public Access. The County and PFM shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and PFM in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by PFM.

O. Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the County and the PFM in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

P. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

Q. Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

R. Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the PFM agree that neither the County nor the PFM or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

S. Attestations. PFM agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

T. No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

U. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

V. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS THEREOF, the County and Financial Advisory have executed this Agreement as of the day and year herein above written.

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

By

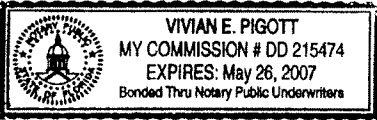
*Danny L. Kolhage*

Deputy Clerk

Date

*April 21, 2004*

(SEAL)  
ATTES



BY:

*Vivian E. Pigott*

Title

*Senior Associate*

Date

*5-10-04*

jconPFM

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By

*W. Kelly*

Mayor/Chairperson

PUBLIC FINANCIAL MANAGEMENT,  
INC.

BY:

*William Canary*

Title

*Managing Director*

FILED FOR RECORD

2004 JUN 11 AM 9:39

DANNY L. KOLHAGE  
CLK. CIR. CT.  
MONROE COUNTY, FLA.

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
*Robert N. Wolfe*  
ROBERT N. WOLFE  
CHIEF ASSISTANT COUNTY ATTORNEY  
DATE *5-28-04*

**LOBBYING AND CONFLICT OF INTEREST CLAUSE  
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990  
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

Hal W. Canary warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

*Hal W. Canary*  
(signature)  
Date: June 1, 2004

STATE OF Florida

COUNTY OF Lee

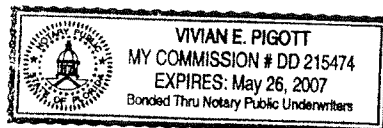
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Hal W. Canary who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 1<sup>st</sup> day of June, 20 04.

*Vivian E. Pigott*  
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4



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## **PUBLIC ENTITY CRIME STATEMENT**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."